

1. The master or owner of a vessel shall undertake not to assert any liability or responsibility against the pilot for any loss or damage sustained by the vessel, the master or crew, or any third party, arising or resulting from the negligence of the pilot in the performance of his/her service. In this case, the pilot may not claim payment of any pilotage fees due in respect of such vessel against her master or owner.
2. The master or owner of the vessel shall indemnify the pilot for the portion, of the pilot's liability arising from any action or any other claim brought by any third party directly against the pilot, by reason of his/her negligence in the performance of his/her service, which exceeds the total pilotage fees paid or payable to him/her in respect of such vessel. However in case where the master or owner of such vessel is found liable to pay compensation to such third party and entitled to limit his/her liability for claims by such third party, in accordance with applicable law, he/she may limit his/her liability for the above-mentioned indemnification, either to the applicable limitation amount or, if he/she has paid any compensation to the third party directly, to such amount of limitation after deduction of such payment of compensation to the third party.
3. The provisions of the preceding two paragraphs shall not apply to such personal liability of the pilot as may arise by reason of his/her intent or gross negligence.